

A. G. Contract No. KR91-1785-TRD
ECS File: JPA 90-105
Project No.: F-022-2(36)/(37)
TRACS No.: 60 MA 138 H0358 04C/
60 MA 146 H0360 04C
Section: Beardsley Canal to
Thunderbird Road/
Agua Fria River Bridge

INTERGOVERNMENTAL AGREEMENT
BETWEEN
STATE OF ARIZONA
AND
CITY OF EL MIRAGE

THIS AGREEMENT is entered into 29 October, 1991,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION ("State") and the CITY
OF EL MIRAGE, acting by and through its CITY COUNCIL ("City").

I. RECITALS

1. State is empowered by Arizona Revised Statutes Section
28-108 to enter into this agreement and has by resolution, a
copy of which is attached and made a part hereof, resolved to
enter into this agreement and has delegated to the undersigned
the authority to execute this agreement on behalf of State.

2. City is empowered by Arizona Revised Statutes Section
48-572, to enter into this agreement and has by resolution, a
copy of which is attached and made a part hereof, resolved to
enter into this agreement and has authorized the undersigned to
execute this agreement on behalf of City.

3. In conjunction with the State constructing certain
roadway improvements on U.S. 60, known as the Wickenburg -
Phoenix Highway, the City requests and the State agrees to
install two (2) sleeves across U.S. 60 near Honcho Drive,
hereinafter referred to as the "Project", at City's expense,
estimated at \$16,006.00.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:

NO. <u>16185</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>10/29/91</u>
<u>Richard Mahoney</u> Secretary of State
By <u>Wm. D. Greenwell</u>

II. SCOPE OF WORK

State will:

a. Provide design, plans, specifications and other such documents necessary for bidding and construction of the Project. Incorporate City's review comments as appropriate.

b. Call for bids and award one or more construction contracts for the Project, administer same and make all payments to the contractor. Be responsible for any contractor claims for extra compensation attributable to State.

c. Upon execution of this agreement, invoice the City \$16,006.00, the estimated cost for design, construction and twelve percent (12%) for construction engineering and administration, as outlined on Exhibit "A", attached hereto and made a part hereof.

d. Upon completion of the Project, approve and accept the Project facility on behalf of and in coordination with the City. Provide a detailed accounting of actual costs for the Project including an invoice or reimbursement.

City will:

a. Review and approve plans for the Project. Be responsible for any contractor claims for extra compensation attributable to City.

b. Be responsible for the actual costs for design and construction of the Project. Upon execution of this agreement and receipt of an invoice, remit to the State, the estimated amount of \$16,006.00 within thirty (30) days.

c. Upon completion, be responsible for maintenance of the Project.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project; provided, however, that this agreement, except any provisions herein for maintenance which shall be perpetual, may be canceled at any time prior to the award of construction contract for the Project, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be canceled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518(B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

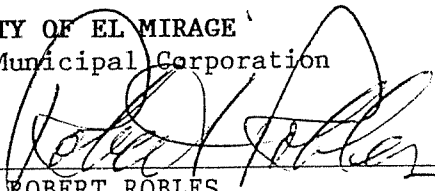
Arizona Department of Transportation
Joint Project Administration
205 South 17th Avenue, Rm 222E/MD 616E
Phoenix AZ 85007

City of El Mirage
City Manager
14405 North Palm Street
El Mirage AZ 85335

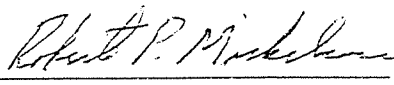
7. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, The parties have executed this agreement the day and year first above written.

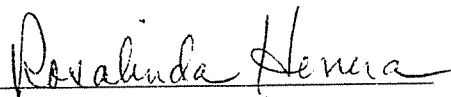
CITY OF EL MIRAGE
a Municipal Corporation

By 
ROBERT ROBLES
Mayor

STATE OF ARIZONA
Department of Transportation

By 
ROBERT P. MICKELSON, P.E.
Deputy State Engineer

ATTEST:

By 
ROSALINDA HERRERA
City Clerk

2952j
25SEP91

EXHIBIT "A"

TO
 JPA 90-105
 Project No.: F-022-2(36)/(37)
 TRACS No.: 60 MA 138 H0358 04C/60 MA 146 H0360 04C

CONSTRUCTION COSTS

Utility sleeve construction at station 429+30:

<u>Item Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Price</u>
18" Steel Sleeve Pipe	312 L.F.	\$40.00	\$12,480.00
	Construction Eng. (12%)		1,498.00
	CONSTRUCTION COST		\$13,978.00

DESIGN COSTS

<u>Classification</u>	<u>Man-hours</u>	<u>Average Hourly Rate</u>	<u>Total Labor Cost</u>
Project Manager	4	\$30.01	\$ 120.04
Project Engineer	8	21.44	171.52
Engineer/Designer	12	16.92	203.04
Technician/Drafter	20	12.34	<u>246.80</u>

Subtotal: Director Labor \$ 741.40

Overhead @ 147.5% 1,093.57
 Net Fee @ 10.5 192.67

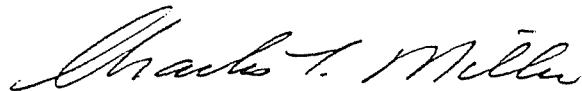
TOTAL DESIGN COST \$ 2,027.64

TOTAL ESTIMATED COSTS \$16,006.00

RESOLUTION

BE IT RESOLVED on this 3rd day of August 1990, that I, CHARLES L. MILLER, as Director of the Arizona Department of Transportation, have determined that it is in the best interest of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of El Mirage for the purpose of relocating a water line facility and installing (2) sleeves across U.S. 60 near Honcho Drive.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.

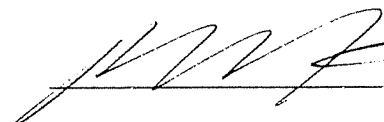
A handwritten signature in cursive script, reading "Charles L. Miller".

CHARLES L. MILLER, Director
Arizona Department of
Transportation

APPROVAL OF THE EL MIRAGE CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF EL MIRAGE and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 3 day of Oct, 1991.


City Attorney



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

XXXXXXXXXXXXXXXXXXXX
Robert A. Corbin

INTERGOVERNMENTAL AGREEMENT


DETERMINATION

A. G. Contract No. KR91-1785-TRD, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 22nd day of October, 1991.

GRANT WOODS
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section